

LEASE AGREEMENT

THIS LEASE AGREEMENT made and executed this ___ day of _____, between _____ (“JUBILEE”) and _____ (“RESIDENT”) in duplicate.

1. **RENT AND TERM** – JUBILEE leases to the RESIDENT, and the Resident leases from JUBILEE the unit known as Unit number ___ (“Unit”) in _____ NW, Washington, D.C. (“Building”) for the term of twelve (12) months beginning on the ___ day of _____, 2019, for the monthly rental of _____ Dollars (\$_____.00). The first installment is payable on the signing of this Lease and the remaining installments are payable in advance without demand on the FIRST DAY of each month. Rent should be made payable to JUBILEE HOUSING and should be mailed or paid in person at the rental office of JUBILEE located at 1640 Columbia Rd. NW Washington, DC 20009 or such other place as JUBILEE may from time to time designate. The term “Building” includes any common areas outside of the Building owned and managed by JUBILEE. No JUBILEE-RESIDENT relationship is created until JUBILEE places the RESIDENT into possession of the Unit with the intention to create a tenancy and first month’s rent and security deposit have been paid. If any check or other form of payment of the security deposit and first month’s rent is dishonored by the bank or drawee, that dishonor will constitute non-payment and shall constitute a basis to terminate this Lease. RESIDENT is taking possession of the Unit on _____, 2019 and shall pay the sum of \$_____ as pro-rata rent for the period _____ through _____. JUBILEE, in its sole discretion, reserves the right to require that all rental payments be made by certified check or money order only. Any and all monies due and owing pursuant to any of the provisions of this Lease are due and owing as “additional rent”.

2. **RENT INCREASES** – The Rent Administrator of the DC Department of Consumer Regulatory Affairs has determined that the Unit is not subject to the rent stabilization sections of the Rental Housing Act of 1985. That means that rent increases are at the sole discretion of Jubilee, subject only to the provisions of the project financing.

_____ A. For those residents that have been approved for the Local Rent Supplement Program (see LRSP addendum), the portion of the contract rent that the tenant will pay will be set based upon the most recent review of the tenant’s financial records. “Tenant rent” will be 30% of gross household (as defined by LRSP guidelines), \$___ at the time of signing. “Contract rent” for the unit is \$ _____. “Resident portion” will be recalculated biannually at recertification and will continue to be 30% of gross household income as long as tenant is LRSP eligible. It is anticipated that the “contract rent” will increase annually a minimum of 3% or at a rate to be determined by Jubilee, in its sole discretion. If at some future point tenant is no longer eligible for LRSP program, tenant will be responsible for entire contract rent. If Tenant fails to comply with this paragraph or the recertification process, then Tenant’s lease will terminate, at Jubilee’s sole discretion. If Jubilee decides not to terminate Tenant’s lease, then Tenant will be required to pay the then contract rent.

_____ B. It is anticipated that the “contract rent” will increase annually a minimum of 3% or at a rate to be determined by Jubilee, in its sole discretion.

3. **LATE FEES AND RETURNED CHECKS** – If rent is received after the 5th business day of the month (Saturdays, Sundays and Federal holidays are not business days), a late fee of \$25.00 will be charged to the RESIDENT. If a check is returned to JUBILEE because of insufficient or non-sufficient funds in the

account on which the check was drawn, a \$35.00 fee will be charged to the RESIDENT. Such fees shall be due and owing as "additional rent."

_____ 4. **REPRESENTATIONS IN APPLICATION AND RIGHT TO CANCEL** – JUBILEE tenders and RESIDENT accepts this Lease on the basis of RESIDENT's representations contained in the application submitted to JUBILEE by RESIDENT for the purpose of inducing JUBILEE to enter into this Lease with RESIDENT. JUBILEE reserves the right to cancel this Lease and repossess the Unit should any of the representations be false, misleading, inaccurate or untrue. JUBILEE shall have the right to rely upon the application, and the application is made a part of this Lease. If Jubilee cancels this Lease pursuant to this paragraph, Resident shall be deemed an Occupant of the unit, and any rights of tenancy shall immediately cease.

_____ 5. **ACCEPTANCE OF UNIT** – The RESIDENT acknowledges the good condition of the Unit and RESIDENT'S acceptance of this Lease is conclusive evidence that the Unit is in good and satisfactory order and repair, unless otherwise specified in an Addendum. RESIDENT agrees that no representations as to the condition of the Unit have been made and no promise made to redecorate, alter, repair or improve the Unit unless otherwise specified in writing and signed by JUBILEE. RESIDENT agrees to replace light bulbs with ones of the same specifications at RESIDENT'S expense when necessary.

_____ 6. **SECURITY DEPOSIT** – Upon signing this Lease, the RESIDENT shall pay to JUBILEE, the sum of __\$0.00_ Dollars (0.00) as security for the performance of this Lease, including the payment of RESIDENT'S rent, late charges, key charges, utilities, and damages occasioned to the Unit, all as applicable. The security deposit shall be handled in accordance with the Security Deposit Act, Sections 309 through 311 of Title 14 of the District of Columbia Municipal Regulations.

_____ 7. **POSSESSION** – The RESIDENT will occupy the Unit, subject to delivery of possession by any present occupant, or in the case of a new or renovated Building, upon the completion of the work. In either event, the RESIDENT shall have the rent abated until possession is given. JUBILEE will not be liable to the RESIDENT for damages for any delay in delivery of possession.

_____ 8. **PAYMENT OF RENT WITHOUT DEDUCTION OR DEMAND** – The RESIDENT will pay rent in the amount required and at the time and place specified without set off, deduction or demand.

_____ 9. **USE OF THE UNIT AND NUMBER OF OCCUPANTS** – The RESIDENT will use the Unit for a dwelling and for no other purpose whatsoever and will not use the Unit for any business purpose whatsoever. This includes, but is not limited to, offering daycare, catering, beauty salon, barbershop, retail sales or any enterprise for which a business license is required, sought or held. **The RESIDENT expressly agrees, without excuse or condition, that only the BELOW person and no other person(s) shall use or occupy the Unit at any time.** In addition, GUESTS are not permitted to stay in the unit for more than 7 consecutive days in a 6-month period without written permission from JUBILEE.

_____ 10. **NO UNLAWFUL USE; COMPLIANCE WITH GOVERNMENT REGULATIONS** – The RESIDENT shall not use or permit to be used, the Unit for any unlawful purpose, or do or permit any unlawful act in the Unit or Building. The Tenant agrees not to cause or allow on the premises any excessive nuisance, loitering, noise, or other activity which disturbs the peace and quiet of neighbors, other tenants in the building, Landlord or its representatives or violates any state law or local ordinance. The Landlord agrees to use its best

efforts to prevent other tenants and other persons in the building or common areas from similarly disturbing the Tenant's peace and quiet.

_____ 11. **RESPONSIBILITY FOR FAMILY AND GUESTS - LEASE APPLICABILITY** – RESIDENT expressly agrees to be responsible for the action of RESIDENT'S family and guests and stipulates that a breach of the Lease by a family member or guest shall constitute a breach by RESIDENT. All provisions of the Lease apply to RESIDENT'S family members, guests and anyone else in the Building or the Unit with the permission of RESIDENT.

_____ 12. **NO ASSIGNMENT OR SUBLETTING** – The RESIDENT will not transfer or assign this Lease or let or sublet the whole or any part of the Unit. Use of the Unit by a person(s) other than those listed in Paragraph 9 shall constitute a material breach of this Lease.

_____ 13. **CONDITION OF UNIT AT EXPIRATION OF LEASE** – RESIDENT agrees to keep the Unit in good order and condition and to leave it at the expiration of the tenancy in the same good condition and order in which it was received, usual wear and tear accepted. Removal of any cable that is installed by RESIDENT, or to RESIDENT'S order, to transmit audio, visual or digital signals and the repair of walls, floors, or woodwork that carried such cable(s) through or thereon shall be the responsibility of the RESIDENT.

_____ 14. **HOUSEKEEPING** – RESIDENTS have the responsibility to maintain their Unit in a habitable condition. This includes at a minimum but not limited to the following: (a) clean the unit's wall, floors, carpets, ceilings, windows, doors, and vents; (b) keep the unit free of rodent and insect infestation; (c) use traditional window coverings (not sheets, newspapers, aluminum foil etc.); (d) clean stove, refrigerator, cabinets, exhaust fans, sink, dishwashers, food storage area; (e) clean lavatory, tub, shower, exhaust fan, and floors; (f) keep closets neat and clean; and (g) unit should be kept orderly with no trash, debris or clutter on floors and countertops.

_____ 15. **MAINTAINING PLUMBING FREE FROM STOPPAGE** – RESIDENT agrees to maintain the plumbing in the Unit free from stoppage and, in the event that the plumbing becomes obstructed due to the negligence or carelessness of the RESIDENT, the costs of clearing the obstruction or for any resulting damage shall be paid by the RESIDENT immediately upon presentation of a statement of repair costs by JUBILEE. Such costs shall be due and owing as "additional rent."

_____ 16. **NOTICE OF DEFECTS** – RESIDENT agrees to give JUBILEE written notice of any defects or breakage in the structure, equipment or fixtures of the Unit within 24 hours of such occurrence. Unless the RESIDENT informs JUBILEE in writing of any defects that occur in the Unit, the RESIDENT shall be barred and stopped from claiming any abatement in rent for the period prior to the date, which JUBILEE first receives notice from the RESIDENT of the defect and has a reasonable time to cure the condition.

_____ 17. **RIGHT OF INSPECTION AND ENTRY** – The RESIDENT will allow JUBILEE, its agent, employees, contractors or subcontractors to have access to the Unit at any time for any purpose, including but not limited to (a) inspections, (b) repair, in the event of fire, accident or other property damage, (c) installation, servicing, or removal of JUBILEE's equipment, (d) servicing, or (e) making any repairs and/or replacements JUBILEE considers necessary or desirable. Unless JUBILEE deems, in its sole opinion, that the reason to enter or inspect the Unit is an emergency, 24 hours' notice will be given to RESIDENT. However, failure to provide access, whether or not notice is given, will constitute a breach of this lease. Each year, JUBILEE, investors and various government regulatory agencies will need to perform monitoring inspections of the apartment units and tenant files, in order to determine whether the

property continues to meet program requirements. Residents will receive proper notice of these inspections and must be willing to allow access to their apartment. They must also be willing, if these agencies determine that their unit is "out of compliance," to allow management to correct the findings from the inspection and/or to take action to remove/correct the issue found at the time of the inspection

_____ 18. **NO ALTERATIONS** – The RESIDENT will not make any alterations, attachments or additions or remove, exchange or replace any parts of the structure, equipment or fixtures of the Unit, or place any television or radio antennas or satellite dishes, or install any air conditioning, heating or freezing equipment, appliances or apply paint or other coloring to any portion of the Unit, without the prior written consent of JUBILEE.

_____ 19. **COMPLIANCE WITH RULES AND REGULATIONS** – The RESIDENT will conform fully and faithfully with the spirit and intent of the Jubilee Housing Residency Agreement. The Jubilee House Rules are attached as Appendix A, which is a part of this Lease and is enforceable as a part of this Lease. Violation of the House Rules shall be sufficient cause for termination of this Lease at the option of JUBILEE. Any revised House Rule shall become effective 15 days after they are issued by JUBILEE. Notice of the revised rule shall be affected by mailing same to the Resident, without the necessity of obtaining signatures.

_____ 20. **FIRE HAZARDS** – The RESIDENT will not allow any explosives, gasoline or other combustible materials to be kept in the Unit. Resident shall not store or use a barbecue grill of any type anywhere in the Unit or the building, or on the balconies or patios. Resident shall not, permit, or do anything, which would increase the rate of insurance upon the Building and Unit. RESIDENTS shall not disable, cause to disable, discharge, disconnect or otherwise vandalize fire extinguishers, fire sprinkler heads, fire mains, smoke detectors or other fire detection or firefighting equipment.

_____ 21. **RIGHT TO SHOW UNIT** – The RESIDENT will permit JUBILEE or its agents to show the Unit to any prospective RESIDENT or purchaser at all reasonable times during the tenancy. JUBILEE shall give RESIDENT 24-hour notice before entry. However, whether or not notice is given, Resident shall be considered in breach of this paragraph if access is denied for any reason.

_____ 22. **USE OF BUILDING FACILITIES AND ASSUMPTION OF RISK** – In the event JUBILEE sets aside a part of the Building or grounds for laundry, storage, or recreational facilities for the convenience of the RESIDENTS, RESIDENT may, at his/her sole risk, use the facilities. RESIDENT shall follow all rules and regulations associated with the use of the spaces. RESIDENT assumes all risks of loss or damage to articles or things while in transit to and from the facilities, including any injuries suffered by the RESIDENT.

_____ 23. **PROHIBITION AGAINST USE OF JUBILEE'S EMPLOYEES** – Employees of JUBILEE are prohibited from receiving any package or other articles delivered to the building or Unit for RESIDENT. Should any employee receive any package or article, he or she, in doing so, shall be the agent of the RESIDENT and not JUBILEE and RESIDENT acknowledges the employee to be his agent.

_____ 24. **CONTROL OVER ACTIONS OF CHILDREN** – RESIDENT shall at all times properly supervise the activities of RESIDENT'S children while in the Unit, the Building, or the grounds. RESIDENT'S failure to maintain adequate control over the actions of RESIDENT's children will constitute grounds for the termination of this Lease.

_____ 25. **DRUG ACTIVITY** – RESIDENT shall not allow or permit controlled dangerous substances (DRUGS), except those obtained by legal prescriptions, to be in the Unit, the Building or the grounds. RESIDENT assumes full responsibility for the actions of his family and guests and agrees that RESIDENT’S lack of consent or lack of knowledge of drug possession or activity by a member of his family or guest while in the Unit, the Building or grounds shall not constitute a defense to the breach of this paragraph. RESIDENT’S obligations under this paragraph are more fully described in JUBILEE’S Drug Activity Policy, which is attached as Appendix B, which is a part of this Lease and is enforceable as a part of this Lease.

_____ 26. **COST OF REPAIR RESULTING FROM MISUSE** – The cost of repairing any damage caused by RESIDENT shall be paid for by RESIDENT immediately upon demand and JUBILEE shall not be obligated to repair the damage until the cost has been first paid by RESIDENT. Such costs shall be due and owing as “additional rent.” In the event that RESIDENT fails to pay for repair of damage caused by RESIDENT, said failure shall be grounds for terminating the lease.

_____ 27. **LOCKS & KEYS** – RESIDENT shall not replace any lock furnished by JUBILEE or install any additional locks on any of the doors to without the prior written consent of JUBILEE. - JUBILEE does not guarantee “Lockout” service and reserves the right to charge a \$25.00 fee for each “lockout” requiring after hours assistance from JUBILEE, payable upon demand and to be considered as additional rent. JUBILEE is given irrevocable permission, at JUBILEE’S sole discretion, to remove any additional locks installed by the RESIDENT at RESIDENT’S cost and expense. Such costs shall be due and owing as “additional rent.” Removal of locks shall not constitute unlawful eviction provided every reasonable attempt is made to make new keys available to RESIDENT promptly after removal of the locks. **There will be a \$50.00 charge for lost / damaged front door key fobs.**

_____ 28. **ACCESS BY JUBILEE** – JUBILEE may retain duplicate keys to all the doors of the Unit and JUBILEE shall have access to the Unit at all reasonable hours, in order to inspect or to make necessary repairs. JUBILEE shall provide RESIDENT with 24 hours’ notice prior to accessing the Unit. However, failure to provide access under this paragraph, whether or not notice is given, constitutes a breach of this lease. Resident’s request for repairs constitutes consent for access.

_____ 29. **EMINENT DOMAIN** – In the event eminent domain proceedings shall be instituted against the Building or if the Building is sold to the condemning authority under threat of eminent domain, then this Lease shall cease when title passes and RESIDENT shall be deemed an occupant with no estate or tenancy and as such, will make no claim for compensation for the balance of the term of the Lease.

_____ 30. **LEASE SUBORDINATE TO TRUST** – This Lease is subject and subordinate to any deed of trust or mortgage on the Building.

_____ 31. **NOT LIABLE FOR INTERRUPTION OF SERVICES** – JUBILEE shall not be liable for the failure or interruption of any utility, elevator, or recreational facility or service, nor shall JUBILEE be liable for any damage arising from the acts or the neglect of other occupants of the Building, or of any owners or occupants of adjacent or contiguous property.

_____ 32. **HOLDING OVER TENANCY BY THE MONTH** – If RESIDENT continues in possession after the end of the term, RESIDENT shall be considered a month to month tenant with all obligations and conditions of lease remaining in effect and shall be subject to the provisions set forth in this Lease in case of default in the payment of rent or breach of any conditions and agreements. After the expiration of the original term, JUBILEE reserves the right to increase rent, amend, change or modify the terms or conditions of the Lease

upon thirty (30) days' written notice to RESIDENT and RESIDENT's continued possession of the Unit beyond the expiration of the thirty (30) days' notice shall conclusively be deemed as RESIDENT's acceptance and agreement to the amendment, without the necessity of signing a new Lease or any Addendum to the lease.

_____ 33. **NOTICES TO VACATE** – RESIDENT agrees to provide JUBILEE a written 30-day notice, in writing of their intent to vacate the unit. Notice must be given to the main office, on or before the 1st of any given month after the expiration of the lease, and vacate by the last day of that same month.

_____ 34. **RELEASE OF LIABILITY FROM ACCIDENT AND INCONVENIENCE** – Except damages or injury arising as a direct result of JUBILEE'S intentional conduct or negligence and notwithstanding any other provision of this Lease, JUBILEE is released and discharged from any and all liability, claim, and expense resulting from any accident, injury, inconvenience, interruption, property damage, theft or breach of trust.

_____ 35. **LOSSES BY FIRE** – If the Unit is made unfit, wholly or partially, for occupancy, then JUBILEE may at its sole discretion, either treat the Lease as fully terminated or restore the Unit substantially to its previous condition. If JUBILEE elects to restore the Unit, the rental shall be either abated in full or adjusted proportionately until restoration is substantially completed, at which time the full rent shall resume. If JUBILEE elects to restore the Unit and continue this Lease, RESIDENT shall temporarily vacate the Unit and remove RESIDENT'S property and not reenter the Unit until the restoration has been completed. JUBILEE may bar RESIDENT'S entry to the Unit until the Unit is fully restored and this shall not constitute a termination of the Lease or a wrongful eviction by JUBILEE. JUBILEE shall have no obligation to supply substitute housing to RESIDENT during the period of restoration. If JUBILEE elects not to restore the Unit, the Lease shall be fully terminated, rental shall be adjusted to the date of casualty, and there shall be no further liability to either party. However, under no circumstances shall RESIDENT be entitled to re-occupancy or rent abatement if the casualty is caused by the RESIDENT, family members, guests or invitees, and RESIDENT shall be responsible for payment of all restoration costs.

_____ 36. **ACTION BY JUBILEE UPON DEFAULT AND WAIVER OF NOTICE TO QUIT** – RESIDENT shall be in default of this Lease upon any of the following events: 1) If RESIDENT defaults in fulfilling any of the covenants, terms or agreements of this Lease; 2) If the Unit shall become vacant; 3) If RESIDENT shall fail to timely pay the rent reserved or any additional rent; 4) If RESIDENT shall fail to pay any monies provided for in the Lease, including but not limited to the payment for any damages to the Unit caused by the RESIDENT. In the event that Jubilee sues the RESIDENT for possession based upon non-payment of rent, or additional rent, RESIDENT EXPRESSLY WAIVES RECEIPT OF WRITTEN NOTICE TO QUIT. In all other events of default, JUBILEE shall provide RESIDENT with either a thirty (30) day Notice to Terminate or a (30) day Notice to Correct or Vacate and shall proceed in accordance with applicable law.

_____ 37. **LEASE BINDING ON HEIRS, ETC** – The conditions and agreements contained in this Lease are binding on, and may be legally enforced by, the parties, their heirs, executors, administrators, successors and assigns, respectively. In the event more than one (1) person has executed this Lease as a RESIDENT, then all RESIDENTS agree to be jointly and severally liable for the performance of the terms and conditions contained in this Lease.

_____ 38. **WAIVER OF BREACH NOT A GENERAL WAIVER** – No waiver of any breach or of any conditions or agreement contained in this Lease shall be construed to be a waiver of that condition or agreement or of any subsequent breach of this Lease.

_____ 39. **CONTENT OF AGREEMENT** – Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular in any place in which the context may require such substitution.

_____ 40. **PROTECTION OF OWNER'S AGENT** – All provisions relating to the protection of JUBILEE shall apply equally to JUBILEE's agents.

_____ 41. **GENERAL PROVISIONS** – The captions in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of the Lease.

_____ 42. **SEPARATE UTILITIES** – All outside telephone, cable television and data services shall be arranged for and paid by RESIDENT and RESIDENT is responsible for the continuity of cables, conduits and wires inside the building for such services. In the event that the Unit is served by a separate utility service, which is metered separately, the RESIDENT shall make all arrangements including the required deposits and shall pay for all service delivered to the Unit promptly. RESIDENT shall maintain continuous, uninterrupted utility service to the Unit for utilities that are separately metered. Failure to do so shall constitute breach of the Lease. Water service is paid by JUBILEE. RESIDENT shall also be responsible for payment of monthly electric service for electric lights, refrigeration, heat, air conditioning, cooking and other electric. Access by service provider(s) to distribution panels, phone boards, punch-down panels, meters or other devices needed to begin or end service shall be at the convenience of JUBILEE.

_____ 43. **SMOKE DETECTORS** – If any applicable law of any government body requires the installation of smoke detectors at the time of occupancy of the Unit by RESIDENT, JUBILEE certifies to RESIDENT that the smoke detectors have been installed and are in proper working condition in accordance with said law prior to RESIDENT'S occupancy. It shall be the responsibility of RESIDENT to check smoke detectors periodically during the tenancy and replace batteries with ones of the same specifications as necessary to keep the smoke detectors in proper working condition and to report any malfunctions in the smoke detectors. JUBILEE assumes no responsibility or liability for any non-reported malfunctions to or misuses of smoke detectors by the RESIDENTS that result in injury or damage to persons or the Unit. RESIDENTS shall at no time cover, dismantle or remove smoke detector; doing so will be considered a violation of the lease agreement.

_____ 44. **RENTER'S INSURANCE** – It shall be the responsibility of the RESIDENT to obtain and maintain an insurance policy that provides for the protection of RESIDENT'S personal property. JUBILEE is not responsible for the theft or damage to RESIDENT'S property.

_____ 45. **APPLICATION OF PAYMENTS** – Payments received by JUBILEE from RESIDENT regardless of any notations or designations by RESIDENT accompanying the payment, shall upon receipt by JUBILEE, be applied and credited to the RESIDENT'S rental accounts as follows: first, to the payment for any damages to the Unit for which the RESIDENT is responsible; second, to the payment of late charges, court awarded court costs, and items labeled as additional rent under the Lease, third, to any past due rent, and finally, to any current rent due.

_____ 46. **HOT AND COLD WATER** – JUBILEE shall furnish hot and cold water in the pipes and faucets provided for those purposes during the term of this Lease except when prevented by strike, accident, or other cause beyond the control of JUBILEE, and except during the repairing of the apparatus provided in the Building for furnishing water. The RESIDENT shall exercise due diligence in conserving water. JUBILEE shall not be liable for any injury or damage whatsoever which may arise or accrue, either from its furnishing or its

inability to furnish hot or cold water, on account of any defect in the Building or Unit, unless the injury or damage is proximately caused by the intentional conduct or negligence of JUBILEE. JUBILEE shall not be responsible for any damage to the RESIDENT'S property resulting from any water source, whether the damage results from water entering the Building as the result of rain, a leak in the roof or walls, or RESIDENT'S negligence, or any sewer that may back up.

_____ 47. **ELECTRICITY** – Electric service shall be paid for by the RESIDENT. RESIDENT shall not have the right or privilege of installing any additional gas or electric apparatus without the prior written consent of JUBILEE.

_____ 48. **ENTIRE UNDERSTANDING** – This Lease contains the final and entire understanding between the parties and no party shall be bound by any term, condition or representation, oral or written, not set forth in this Lease.

_____ 49. **COMPLIANCE WITH LOW INCOME HOUSING TAX CREDIT REQUIREMENTS** – The RESIDENT certifies to JUBILEE the accuracy and completeness of the information provided in connection with the certification or annual recertification of the eligibility of the RESIDENT household, INCLUDING ALL INTENDED ADULT OCCUPANTS, by means of a rental application or similar instrument, including but not limited to the Certification of Resident Eligibility and Income Verification. All of these documents are made a part of this Lease. RESIDENT covenants that all information was given voluntarily and knowingly by RESIDENT, and if any information proves to be false, misleading or inaccurate (regardless of whether the inaccuracy is intentional or unintentional), JUBILEE shall have the right to terminate this Lease, and obtain immediate possession of the Unit and shall entitle JUBILEE to pursue all other rights and remedies set forth in this Lease or as otherwise permitted by law. It shall be the obligation of the RESIDENT to recertify upon being given notice to do so by JUBILEE no later than the date specified. RESIDENT'S failure or refusal to comply with a request for information shall be a violation of his or her tenancy and constitute cause for immediate termination and shall entitle JUBILEE to pursue all other rights and remedies set forth in this Lease or as otherwise permitted by law. In addition, RESIDENT'S failure to furnish accurate and current information could subject RESIDENT to civil or criminal liability. RESIDENT shall immediately notify JUBILEE of any changes in family composition, income or if any member of the household becomes a full-time student or their current full-time student status changes. If JUBILEE determines that the RESIDENT no longer qualifies for a tax-qualified unit, JUBILEE shall have the right to terminate this Lease, and obtain immediate possession of the Unit and shall entitle JUBILEE to pursue all other rights and remedies set forth in this Lease or as otherwise permitted by law.

_____ 50. **LRSP** For those residents earning less than 30% of AMI, LRSP funds may be available to further reduce any rent burden and allow the RESIDENT to only pay approximately 30% of their total income. RESIDENT'S must complete the necessary documents and qualify for the subsidy based on DCHA federal regulations. A separate addendum to this agreement will outline the RESIDENT'S monthly rental amount.

_____ 51. **SEVERABILITY** – If any court or authority having jurisdiction over this Lease shall find any term or clause of this Lease invalid or unenforceable, the remainder of this Lease shall remain valid and enforceable.

NON-DISCRIMINATION - The owner shall not discriminate on the basis of race, color, religion, sex, familial status, handicap status, marital status, source of income, age, gender identity or expression, familial status, genetic information, political affiliation, source of income status of a victim of intra-family offence, place of business or residence, ancestry, medical condition, sexual orientation, national origin or any other arbitrary basis.

The parties agree to the terms of this Lease.

WITNESS:

_____ By: _____

Agent For: _____

_____ By: _____

RESIDENT

_____ By: _____

RESIDENT

_____ By: _____

RESIDENT

_____ By: _____

RESIDENT

SAMPLE

Addendum 1: DRUG ACTIVITY POLICY

1. Your Lease contains a special provision expressly prohibiting you or anyone occupying or otherwise using your Unit, including guests, from possessing, using, or trafficking illegal drugs in or around the Building or your Unit.
2. If you or anyone occupying or using your Unit is violating the drug activity provision of the Lease, one of the following may occur: (a) your Lease may be terminated and eviction proceedings shall immediately be initiated against you under the appropriate procedures; or (b) JUBILEE may choose not to terminate your Lease, if you cooperate with all efforts to remove from the premises all persons involved in drug activity, and to otherwise eliminate the use of the premises for drug activity.
3. As a condition of your tenancy, you must sign this policy.
4. Criminal conviction under Federal or local law shall not be a condition for termination of tenancy.
5. If JUBILEE institutes any proceedings to repossess your Unit because you have violated the drug activity provision of your Lease, or if you are evicted, the names of all RESIDENTs committing the breach will be reported when other Lessors are considering renting to you or those individuals.
6. If you vacate or are evicted for drug activity, you also run the risk of being ineligible for any assisted housing for a period of three years, subject to Federal law.
7. If you suspect that drug activity is taking place on this or any residential rental property, you are encouraged to report this to the local police agency.
8. Nothing contained in this policy is intended to impose a duty or obligation upon JUBILEE other than those duties or obligations currently imposed upon Lessors by applicable law.
9. **The use of smoking of Marijuana is not permitted in any Jubilee Housing property.**

[signatures follow on the next page]

ACKNOWLEDGEMENT

I/We _____ (RESIDENT's Name) certify that I/we have read and understand the Drug Activity Policy set forth above. I/We realize that drug activity by me/us, or anyone occupying or using my/our Unit, will violate my/our Lease. I/We know that my/our violation could cause my/our name(s) to be submitted for reference checks by future Lessors.

Date

RESIDENT's Signature

Date

RESIDENT's Signature

jubilee.drug.policy

SAMPLE

Addendum 2: Reentry Housing Rider

This Addendum to the Lease dated _____, 20____, is entered into this ___ day of _____, 20____, between _____("Tenant") and Jubilee Housing, Inc. ("Landlord").

1. Exemption From Rental Housing Act. Tenant acknowledges that Landlord has explained that LANDLORD IS EXEMPT FROM THE D.C. RENTAL HOUSING ACT OF 1985, AS A NONPROFIT LANDLORD, pursuant to DC Code sec 45-2515(e)(4). Tenant acknowledges that Landlord has explained to Tenant (A) that the exemption means that Tenant is not entitled to the rent increase or eviction protections provided by the District of Columbia Rental Housing Act, DC Code sec 45-2551, et seq; (B) that, by signing the Lease and Addendum, Tenant will be entitled to the benefits of Landlord's program of comprehensive social services and of low rents that have been approved by the D.C. Rent Administrator, subject to Landlord's right to require Tenant to vacate as provided in #2 below; and (C) that, if Tenant chooses to do so, Tenant is entitled to consult with an attorney of Tenant's choice, prior to signing this Lease and Addendum.

2. Termination Process. If Tenant has not abided by the terms of the Lease, including, but not limited to, becoming delinquent in rent payments, acting as a threat to self or the housing community, substantially deviating from self-defined career goals as established with Career Advisor,, allowing persons other than those named on the Lease to stay in the Unit, any other serious or repeated violation of the Lease, Community Rules, Drug Policy or violation of applicable Federal or District law, criminal activity, or other good cause, Tenant's Lease may be terminated and Tenant may be required to vacate the Unit in accordance with the following procedures:

A. Landlord will notify Tenant in writing of the violation(s) and attempt to resolve

the problem. Landlord will make a good faith effort to find an appropriate resolution of the problem. If this Unit is subject to the requirements of a HUD Section 8 Program Lease Addendum, Landlord will provide a copy of the notice to the District of Columbia Housing Authority (DCHA) and the Section 8 Program Lease Addendum shall be interpreted consistently with this Addendum. If Landlord, in its sole discretion, is not satisfied that the problem(s) will be resolved immediately, Landlord may file a complaint for possession in the Landlord-Tenant Branch of the DC Superior Court without providing any additional notice to Tenant other than the notice required by this subsection A, which must also meet the requirements for the same notice, as described in subsection B below.

B. Landlord must include in the notice at least two alternative times to have an informal hearing before a panel of three (3) members to consider any objections that Tenant might have to the Landlord's notice. The hearing times offered must be prior to the "return date" stated in the Complaint for the first appearance of Landlord and Tenant in Court. The notice shall state that a hearing will be held only if Tenant contacts the Landlord at least five (5) days prior to the dates offered in the notice and requests that the hearing be held. The hearing panel shall consist of a representative of the Landlord, a representative of the Resident Services team, and another tenant in the Property. The panel for each informal hearing shall be appointed by the Landlord from a pool of prospective and available panel members, who meet the criteria stated in the previous sentence. The hearing will be conducted informally and the hearing panel will issue minutes of the hearing and its decision in writing. Landlord and Tenant will both be provided a copy of the minutes and decision as soon as they are available, which shall be prior to the "return date". The whole proceeding, including the decision making process of the panel, shall be conducted openly, in the presence of the Landlord and the Tenant.

C. Tenant may appear at the informal hearing alone or with an attorney of Tenant's choice.

D. Landlord and Tenant shall be bound by the decision of the hearing panel. If the hearing panel rules against the Tenant, Tenant's only defense in the Court proceeding will be that Landlord did not follow the procedures required by this Addendum A.

LANDLORD
Jubilee Housing, Inc.

TENANT

SAMPLE

Addendum 3: LRSP Rider

Contract Rent from _____ \$ _____
Resident Portion from _____ \$ _____
Monthly LSRP Portion from _____ \$ _____

- The **Local Rent Supplement Program (LRSP)** established under Title II of the Fiscal Year 2007 Budget Support Emergency Act of 2006, effective August 8, 2006. (D.C. Act A16-0476; 53 DCR 7068), which is the D.C. Housing Authority Rent Supplement Act of 2006, as amended or as provided in subsequent appropriation authority. The LRSP is established to provide tenant-based, project-based and sponsor-based housing assistance to Extremely Low-Income Households in the District of Columbia, including, but not limited to, those who are homeless and those in need of supportive services, such as elderly individuals or those with disabilities.
- Jubilee Housing, Inc. has been awarded the LRSP sponsor based subsidies, these subsidies will be awarded to qualified households allowing them to pay no more than 30% of their gross income to rent. Jubilee will assign the subsidy to residents as long as residents continue to qualify for this subsidy and LRSP funds are available.
- **Contract Rent** is defined as the amount of rent due before any deductions.
- **Resident Portion** is defined as approximately 30% of the total gross household income, as determined by the DC Housing Authority.
- **Monthly LSRP Portion** is defined as the amount of subsidy that the household qualifies for monthly.

The parties agree to the terms of this Lease.

WITNESS:

By: _____
JUBILEE HOUSING, INC.

By: _____
RESIDENT

By: _____
RESIDENT